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SEPTEMBER 09, 1999

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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/08/1999

REEL/FRAME: 010070/0860
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

AMBA BIOSCIENCES, LLC

DOC DATE: 07/06/1999

ASSIGNEE:

GENETIC APPLICATIONS, LLC
11009 ALONDA COURT
SAN DIEGO, CALIFORNIA 92126

SERIAL NUMBER: 08240514
PATENT NUMBER: 5670347

FILING DATE: 05/11/1994
ISSUE DATE: 09/23/1997

JACQUELINE MOORE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

NO DATES DOCKETED
ATTORNEY RESPONSIBLE
INITIAL EA

Assignment of Patent Rights

JUL - 3 PM 4:00

ASSIGNMENT

THIS AGREEMENT ("Agreement"), effective as of July 6, 1999, is made by and between Genetic Applications LLC, a limited liability company ("GA") having its principal place of business at 11009 Alonda CT. San Diego, CA. 92126, and AMBA Biosciences LLC, a limited liability company ("AMBA"), having its principal place of business at 504 East Diamond Avenue, Suite G, Gaithersburg, Maryland 20877.

WHEREAS, GA is a seller, manufacturer and distributor of reagents useful in the field of molecular biology and is interested in acquiring all rights in and to United States Patent number 5670347, entitled "Peptide-Mediated Gene Transfer" ("Technology").

WHEREAS, AMBA is the sole owner of all patent rights under United States Patent number 5670347 and desires to permanently transfer all its equitable and legal rights and title in and to said patent to GA, including, but not limited to, the exclusive right to make, use, sell and license the Technology throughout the United States, and worldwide ("Territory").

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, GA and AMBA hereby agree as follows:

1. COVENANTS AND PROVISIONS

(a) AMBA does hereby sell, assign, transfer and convey all its equitable and legal rights and title in United States Patent number 5670347 to GA, and its successors or assigns.

(b) AMBA hereby represents and warrants that requests made to AMBA for use of the Technology shall be communicated to GA

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AMBA: [Signature]

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immediately and that GA shall have the sole and exclusive right to license the Technology.

(c) AMBA further represents and warrants that it has investigated with due diligence its right to grant GA the rights set forth in this Agreement and believes that the use of the Technology does not infringe any patents or proprietary rights of any third party.

2. CONSIDERATION

(a) GA agrees to pay AMBA the amount of seven thousand dollars (\$7,000), the receipt of which is hereby acknowledged, which shall be creditable against future royalties arising from this Agreement.

(b) GA shall pay AMBA 10% of all gross income earned by GA arising from the use of Technology assigned in this Agreement. Payment shall be made to AMBA within thirty (30) days of the end of each quarter in which such income is received.

(c) GA shall pay AMBA 25% of any payment made to GA in satisfaction of money owed for use of the Technology prior to licensing. This shall include any legal or contractual settlement identified as a payment for prior infringement. Money paid under section 2(c) will not be included in calculating gross income used in 2(b). Payment shall be made to AMBA within thirty (30) days of the end of each quarter in which such income is received.

3. RESPECTIVE RIGHTS

(a) AMBA expressly acknowledges that all right, title and interest is to be held and enjoyed by GA and GA's successors and assigns as fully and exclusively as it would have been held and enjoyed by AMBA had this assignment not been made.

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GA:

(b) AMBA expressly acknowledges that GA shall have the right to sue any party infringing upon the rights granted under United States Patent number 5670347. Further, AMBA also expressly assigns to GA the right of action for past infringements.

(c) The parties expressly agree that AMBA shall cooperate in all respects and make all relevant records, papers and information available to GA in the event of any suit GA may institute to enforce the patent rights pursuant to this agreement.

4. INDEMNIFICATION

(a) GA shall indemnify, defend and hold AMBA harmless from and against any claim, liability, loss, damage, cost or expense which GA may hereinafter incur or be required to pay to a third party resulting from or arising out of any material breach of any obligations, representations or warranties hereunder.

5. BOOKS AND RECORDS

(a) GA will provide AMBA with quarterly reports documenting all income from GA's license of the Technology and/or GA's sales of any Products incorporating the Technology via surface or electronic mail. Each such quarterly report shall be delivered by GA to AMBA not later than forty five (45) days from the end of the quarter to which it is attributable.

6. RESOLUTION OF DISPUTES

(a) All claims or controversies between AMBA and GA under this Agreement, or the interpretation hereof, shall be resolved by final and binding arbitration in San Diego, California in accordance with the then-existing commercial arbitration rules (the "Rules") of the American Arbitration Association ("AAA"), and judgment upon the

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AMBA: gy

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award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the State of California, regardless of its or any other jurisdiction's choice of law principles. In any such arbitration, the award or decision shall be rendered by a majority of the members of a Board of Arbitration consisting of three (3) members, one of whom shall be appointed by the AAA in accordance with the Rules. The arbitration shall take place within forty-five (45) days of the demand for arbitration. The arbitrators shall render their decision in writing to the parties hereto and their respective counsel within twenty (20) days of the completion of the arbitration.

(b) The parties consent to the exclusive jurisdiction of the courts located in San Diego CA for the resolution of all other legal controversies not expressly covered in section 6(a). The law applicable to any controversy in this section shall be the law of the State of California.

7. GENERAL

(a) This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior agreements, arrangements and understandings, whether written or oral. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts executed and wholly to be performed therein, without giving effect to the conflict of law principles thereof. The invalidity of any section, or provision of this Agreement shall not affect the validity of any other section, or provision of this Agreement, and each such section, or provision shall be enforced to the fullest extent permitted by law.

(b) The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(c) Nothing herein contained shall be construed to place the parties hereto in the relationship of partners, joint venturers or fiduciaries.

(d) In all aspects surrounding this assignment, both parties expressly agree to act in good faith in fulfilling their duties to the other party, as described herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first printed above.

Genetic Applications, LLC.

AMBA Biosciences, LLC.

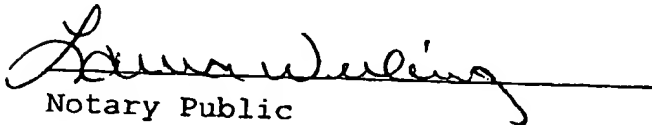
By: David R Staggs

By: T. Vincent Spal

Title: CEO

Title: President

On this 6 day of July, 1999, before me,
Laura Werling, the undersigned Notary
Public, personally appeared Thiru Venkat Gopal,
ASSIGNOR, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed
to the within instrument, and acknowledged to me that he executed
the same.


Notary Public

LAURA WERLING
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 1, 2002

Thiru Gopal (only)